

**LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP**

Joy A. Kruse (State Bar No. 142799)  
Katherine C. Lubin (State Bar No. 259826)  
275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339  
Telephone: (415) 956-1000  
Facsimile: (415) 956-1008

*Liaison Counsel*

**LABATON SUCHAROW LLP**

Jonathan Gardner (*pro hac vice*)  
Carol C. Villegas (*pro hac vice*)  
Alec T. Coquin (*pro hac vice*)  
140 Broadway  
New York, NY 10005  
Telephone: (212) 907-0700  
Facsimile: (212) 818-0477

*Co-Lead Counsel for the Class*

**MOTLEY RICE LLC**

James M. Hughes (*pro hac vice*)  
William S. Norton (*pro hac vice*)  
Max N. Gruetzmacher (*pro hac vice*)  
Michael J. Pendell (*pro hac vice*)  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464  
Telephone: (843) 216-9000  
Facsimile: (843) 216-9450

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

BABAK HATAMIAN and LUSSA DENNJ  
SALVATORE, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

ADVANCED MICRO DEVICES, INC.,  
RORY P. READ, THOMAS J. SEIFERT,  
RICHARD A. BERGMAN, AND LISA T.  
SU,

Defendants.

**CASE NO. 4:14-cv-00226-YGR (JSC)**

**CLASS ACTION**

**CLASS REPRESENTATIVES' NOTICE  
OF MOTION AND UNOPPOSED  
MOTION FOR PRELIMINARY  
APPROVAL OF PROPOSED CLASS  
ACTION SETTLEMENT AND  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT  
THEREOF**

Date: October 24, 2017

Time: 2:00 p.m.

Place: Courtroom 1, 4th Floor

Judge: The Hon. Yvonne Gonzalez Rogers

# TABLE OF CONTENTS

	<u>Page</u>
TABLE OF AUTHORITIES .....	ii
NOTICE OF MOTION.....	1
MEMORANDUM OF POINTS AND AUTHORITIES .....	2
I. PRELIMINARY STATEMENT .....	2
A. Procedural Background.....	3
B. Fact Discovery .....	4
C. Class Certification.....	5
D. Expert Discovery .....	6
E. Summary Judgment .....	6
F. Settlement Discussions .....	7
G. The Proposed Settlement .....	7
H. Proposed Schedule of Events.....	8
II. ARGUMENT .....	9
A. The Settlement Merits Preliminary Approval.....	9
B. The Settlement Is the Result of a Thorough, Rigorous, and Arm’s-Length Process .....	10
C. The Settlement Is Well Within the Range of Reasonableness.....	12
D. The Proposed Notice Program Satisfies Rules 23(e), Due Process, and the PSLRA Requirements.....	15
E. Proposed Plan of Allocation .....	18
F. Anticipated Legal Fees, Litigation Expenses, and Administrative Fees .....	19
III. CONCLUSION.....	20

**TABLE OF AUTHORITIES**

		<b>Page(s)</b>
1		
2		
3	<b>Cases</b>	
4	<i>Ching v. Siemens Indus., Inc.</i> ,	
5	No. 11-cv-4838 MEJ, 2013 WL 6200190 (N.D. Cal. Nov. 27, 2013).....	16
6	<i>Grant v. Capital Mgmt. Servs., L.P.</i> ,	
7	No. 10-cv-2471-WQH (BGS), 2013 WL 6499698 (S.D. Cal. Dec. 11, 2013).....	9, 10
8	<i>In re HP Sec. Litig.</i> ,	
9	No. 12-cv-05980-CRB, 2015 WL 4477936 (N.D. Cal. July 20, 2015).....	16
10	<i>Int’l Bhd. of Elec. Workers Local 697 Pension Fund v. Int’l Game Tech., Inc.</i> ,	
11	No. 3:09-cv-00419-MMD-WGC, 2012 WL 5199742 (D. Nev. Oct. 19, 2012).....	13
12	<i>Lane v. Facebook, Inc.</i> ,	
13	696 F.3d 811 (9th Cir. 2012) .....	15
14	<i>In re LinkedIn User Privacy Litig.</i> ,	
15	309 F.R.D. 573 (N.D. Cal. 2015).....	14
16	<i>Linney v. Cellular Alaska P’ship</i> ,	
17	No. 96-cv-3008 DLJ, 1997 WL 450064 (N.D. Cal. July 18, 1997) <i>aff’d</i> , 151	
18	F.3d 1234 (9th Cir. 1998) .....	10
19	<i>Lo v. Oxnard European Motors, LLC</i> ,	
20	No. 11-cv-1009 JLS (MDD), 2011 WL 6300050 (S.D. Cal. Dec. 15, 2011).....	15
21	<i>McPhail v. First Command Fin. Planning, Inc.</i> ,	
22	No. 05cv179-IEG- JMA, 2009 WL 839841 (S.D. Cal. Mar. 30, 2009) .....	13
23	<i>In re Mercury Interactive Corp. Sec. Litig.</i> ,	
24	618 F.3d 988 (9th Cir. 2010) .....	9
25	<i>Nisch v. Dreamworks Animation Skg Inc.</i> ,	
26	No. 14-cv-04062-LHK, 2017 U.S. Dist. LEXIS 29920	
27	(N.D. Cal. Mar. 2, 2017).....	16
28	<i>Noll v. eBay, Inc.</i> ,	
	309 F.R.D. 593 (N.D. Cal. 2015).....	9
	<i>In re NVIDIA Corp. Derivative Litig.</i> ,	
	06-cv-06110-SBA (JCS), 2008 WL 5382544 (N.D. Cal. Dec. 22, 2008) .....	12
	<i>In re Omnivision Techs., Inc.</i> ,	
	559 F. Supp. 2d 1036 (N.D. Cal. 2008) .....	12, 13

1	<i>Orvis v. Spokane Cty,</i>	
2	281 F.R.D. 469 (E.D. Wash. 2012).....	15
3	<i>In re Portal Software, Inc. Sec. Litig.,</i>	
4	No. 03-cv-5138 VRW, 2007 WL 1991529 (N.D. Cal. June 30, 2007) .....	10
5	<i>Satchell v. Fed. Express Corp.,</i>	
6	No. 03-cv-2659, 2007 WL 1114010 (N.D. Cal. Apr. 13, 2007).....	11
7	<i>In re Syncor ERISA Litig.,</i>	
8	516 F.3d 1095 (9th Cir. 2008) .....	9
9	<i>In re Wash. Pub. Power Supply Sys. Sec. Litig.,</i>	
10	MDL No. 551, 1988 WL 158947 (W.D. Wash. July 28, 1988) .....	14
11	<i>West v. Circle K Stores, Inc.,</i>	
12	No. 04-cv-438 WBS (GGH), 2006 WL 1652598 (E.D. Cal. June 13, 2006) .....	9, 12
13	<i>Young v. Polo Retail, LLC,</i>	
14	No. 02-cv-4546 VRW, 2006 WL 3050861 (N.D. Cal. Oct. 25, 2006).....	10
15	<i>In re Zynga Inc. Sec. Litig.,</i>	
16	No. 12-cv-04007 (JSC), 2015 WL 6471171 (N.D. Cal. Oct. 27, 2015) .....	9, 10, 11
17	<b>Statutes</b>	
18	15 U.S.C. § 78u-4(a)(7)(A)-(F).....	17
19	<b>Rules</b>	
20	Fed. R. Civ. P. 23 .....	1, 9, 16
21	Fed. R. Civ. P. 23(a) .....	2
22	Fed. R. Civ. P. 23(b)(3).....	2
23	Fed. R. Civ. P. 23(c)(2)(B) .....	15
24	Fed. R. Civ. P. 23(e) .....	2
25	<b>Other Authorities</b>	
26	Manual for Complex Litigation (Fourth) (2004) .....	9
27		
28		

**NOTICE OF MOTION**

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 24, 2017, at 2:00 p.m., or as soon thereafter as they may be heard, Class Representatives Arkansas Teacher Retirement System (“ATRS”) and KBC Asset Management NV (“KBC”), on behalf of themselves and all members of the certified Class, will move this Court for an Order, pursuant to Rule 23 of the Federal Rules of Civil Procedure: (i) granting preliminary approval of the proposed Settlement; (ii) approving the form and substance of the proposed long-form notice, proof of claim, and publication notice, as well as the proposed methods of disseminating notice to the Class; (iii) scheduling a date for the final settlement hearing; and (iv) providing such other and further relief as this Court deems just and proper.

This motion is supported by the following memorandum of points and authorities, the accompanying Declaration of Jonathan Gardner (“Gardner Decl.”) and the exhibits attached thereto, including the Stipulation and Agreement of Settlement, dated as of October 9, 2017 (“Stipulation”), which is annexed as Exhibit 1.<sup>1</sup>

A proposed Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement (“Preliminary Approval Order”), with annexed exhibits, which was negotiated by the Parties, is also submitted herewith.

**STATEMENT OF ISSUES TO BE DECIDED**

- (1) Should the Court grant preliminary approval of the proposed Settlement on the terms set forth in the Stipulation?
- (2) Should the Court should approve the form and substance of the proposed Notice of Proposed Settlement and Motion for Attorneys’ Fees and Expenses (“Settlement Notice”), Proof of Claim and Release form (“Proof of Claim”), and the Summary Notice of Proposed Class Action Settlement and Motion for Attorneys’ Fees and Expenses (“Summary Notice”), appended as Exhibits A-1 through A-3 to the proposed Preliminary Approval Order, as well as the manner

---

<sup>1</sup> All capitalized terms used herein are defined in the Stipulation and have the same meanings as set forth therein. All references to “Ex. \_\_\_\_” herein are references to exhibits attached to the Gardner Declaration.

1 of notifying the Class of the Settlement?

- 2 (3) Should the Court schedule a hearing to determine whether the Settlement and  
3 Plan of Allocation should be finally approved and to consider Class Counsel's  
4 application for an award of attorneys' fees and payment of expenses ("Settlement  
Hearing")?

## 5 **MEMORANDUM OF POINTS AND AUTHORITIES**

### 6 **I. PRELIMINARY STATEMENT**

7 ATRS and KBC ("Lead Plaintiffs," "Class Representatives," or "Plaintiffs"), through  
8 their counsel Labaton Sucharow LLP ("Labaton Sucharow") and Motley Rice LLC ("Motley  
9 Rice," and collectively with Labaton Sucharow, "Class Counsel"), submit this memorandum of  
10 points and authorities in support of their motion, pursuant to Federal Rules of Civil Procedure  
11 23(a), (b)(3), and (e), for preliminary approval of a proposed class action settlement (the  
12 "Settlement") in the amount of \$29,500,000 in cash, pursuant to the terms set forth in the  
13 Stipulation and Agreement of Settlement, dated as of October 9, 2017. Class Representatives  
14 entered into the Stipulation with each of the defendants in the Action: Advanced Micro  
15 Devices, Inc. ("AMD" or the "Company"), and Rory P. Read, Thomas J. Seifert, Richard A.  
16 Bergman, and Lisa T. Su (the "Individual Defendants" and with AMD, the "Defendants").

17 Class Representatives respectfully submit that the Settlement is a very good result for  
18 the Class and should be preliminarily approved by the Court. The decision to settle was  
19 informed by a comprehensive investigation, extensive fact and expert discovery, intensive  
20 summary judgment motion practice, and two rounds of mediated full-day, in-person, and arm's-  
21 length negotiations. The first mediation session was conducted by the Honorable Judge Layn R.  
22 Phillips (Ret.), a former United States Attorney and United States District Judge who is one of  
23 the most well respected mediators in the country for securities fraud class actions. The second  
24 mediation session was conducted by both Judge Phillips and the Honorable Gary A. Feess  
25 (Ret.), a former United States District Judge in the Central District of California. For the  
26 reasons stated herein, Class Representatives respectfully request that the Court grant this  
27 motion.  
28

1           **A.       Procedural Background**

2           The initial class action complaint was filed on January 15, 2014, alleging that  
3 Defendants violated the federal securities laws. On March 17, 2014, three separate movants  
4 filed motions seeking to be appointed as lead plaintiff and for approval of their selection of  
5 counsel. ECF Nos. 9-23. On April 4, 2014, the Court issued an order appointing ATRS and  
6 KBC as Lead Plaintiffs and approving their selection of Labaton Sucharow and Motley Rice as  
7 Lead Counsel and Lieff Cabraser Heimann & Bernstein, LLP as Liaison Counsel for the Class.  
8 ECF No. 37.

9           On May 23, 2014, Lead Plaintiffs filed the Amended Complaint for Violation of the  
10 Federal Securities Laws, alleging violations of §§ 10(b) and 20(a) of the Securities and  
11 Exchange Act of 1934 (“Exchange Act”). ECF No. 56. On June 11, 2014, Lead Plaintiffs filed  
12 the Corrected Amended Class Action Complaint for Violations of the Federal Securities Laws  
13 (“CAC”). ECF No. 61.

14           The CAC was based upon Lead Counsel’s extensive factual investigation, which  
15 included, among other things, the review and analysis of: (i) press releases, news articles,  
16 transcripts, and other public statements issued by or concerning AMD and the Individual  
17 Defendants; (ii) research reports issued by financial analysts concerning AMD’s business;  
18 (iii) reports filed publicly by AMD with the U.S. Securities and Exchange Commission (the  
19 “SEC”); (iv) an investigation conducted by and through Lead Plaintiffs’ attorneys, which  
20 included interviews of numerous former employees of AMD, GlobalFoundries, Inc.  
21 (“GlobalFoundries”) (AMD’s manufacturing semiconductor foundry during the Class Period),  
22 and AMD’s customers, on a confidential basis; (v) news articles, media reports and other  
23 publications concerning the microprocessor technology industry and markets; (vi) certain  
24 pleadings filed in another pending litigation naming AMD as a nominal defendant; (vii) other  
25 publicly available information and data concerning AMD, its securities, and the markets  
26 therefor; and (viii) information provided by a consultant with expertise in electrical engineering,  
27 microprocessor fabrication, and the microprocessor market. Lead Counsel also consulted with  
28 economic experts regarding loss causation and damages.

1 Defendants moved to dismiss on July 7, 2014. ECF No. 66. Following briefing, the  
2 Court heard oral argument on October 28, 2014, ECF No. 101, and denied Defendants' motion  
3 on March 31, 2015, ECF No. 110. Defendants filed their answer to the CAC on May 14, 2015.  
4 ECF No. 119.

5 **B. Fact Discovery**

6 Following the denial of Defendants' motion to dismiss, Plaintiffs proceeded with  
7 discovery. Plaintiffs served interrogatories and requests for production of documents on both  
8 Defendant AMD and the Individual Defendants. Plaintiffs also served document subpoenas on  
9 27 third-party individuals and entities, including GlobalFoundries, AMD's customers, and the  
10 investment analysts that analyzed and reported on the Company's operations and financial  
11 results. In total, Class Representatives received and analyzed more than 2,420,000 pages of  
12 documents produced by Defendants and third parties.

13 Class Representatives took or defended 25 fact depositions and served 192 requests for  
14 admission on Defendants.

15 Class Representatives ATRS and KBC each separately responded to 20 interrogatories  
16 and 41 requests for production of documents from Defendants, and each produced witnesses  
17 who sat for depositions noticed by Defendants.

18 During fact discovery, the Parties briefed, and the Court ruled on, several discovery  
19 disputes. For example, on April 13, 2016, the Court granted Plaintiffs' request for an order  
20 compelling Defendants to add AMD's former CEO Dirk Meyer as a custodian for collection of  
21 electronically stored material for the pre-Class Period timeframe. ECF No. 189. On May 6,  
22 2016, the Court denied Defendants' motion to compel Plaintiffs to produce certain reports and  
23 work product reflecting communications with several confidential witnesses. ECF No. 194. On  
24 September 1, 2016, the Court issued an order permitting Plaintiffs to take an additional five  
25 depositions. ECF No. 210.

26 On September 27, 2016, the Court ruled on "three discovery letter briefs," *see* ECF  
27 Nos. 214, 215, 218, and held that because "fact discovery, with some limited exceptions, is now  
28 closed" the parties must "provide full disclosure of the factual bases for their claims and

affirmative defenses.” ECF No. 223. Accordingly, on November 28, 2016, Plaintiffs supplemented their interrogatory responses with more than 200 pages of detailed references to documents and testimony. Defendants supplemented their interrogatory responses on January 27, 2017.

### C. Class Certification

On September 4, 2015, Lead Plaintiffs filed their motion for class certification. ECF No. 143. On October 22, 2015, Defendants filed their opposition to class certification. ECF No. 155. Lead Plaintiffs filed their reply on December 14, 2015, ECF No. 169. The Court held oral argument on Plaintiffs’ motion on February 2, 2016. ECF No. 177.

On March 16, 2016, the Court issued an order granting Lead Plaintiffs’ motion, certifying the Class, appointing Lead Plaintiffs ATRS and KBC as Class Representatives, and appointing Labaton Sucharow and Motley Rice as Class Counsel. ECF No. 181. The Court certified a class of:

all persons and entities that, during the period from April 4, 2011 through October 18, 2012, inclusive (the “Class Period”), purchased or otherwise acquired shares of the publicly traded common stock of [AMD] (collectively, the “Class”). Excluded from the Class are AMD and Rory P. Read (“Read”), Thomas J. Seifert (“Seifert”), Richard A. Bergman (“Bergman”) and Dr. Lisa T. Su (“Su”), (collectively, the “Individual Defendants” and with AMD, the “Defendants”); members of the immediate families of the Individual Defendants; AMD’s subsidiaries and affiliates; any person who was an officer or director of AMD or any of AMD’s subsidiaries or affiliates during the Class Period; any entity in which any Defendant has a controlling interest; AMD’s employee retirement and benefit plan(s); and the legal representatives, heirs, successors and assigns of any such excluded person or entity.

*Id.*

On October 3, 2016, the Class Representatives and Defendants filed a joint motion to approve the form, content, and method for providing notice of the pendency of the Action to the Class, including the appointment of Epiq Systems, Inc. as the notice administrator. ECF No. 226. On October 21, 2016, the Court issued an order, ECF No. 227, approving the notice-of-pendency program, which included a notice that was mailed by first-class mail (the “Class Notice”), a website long-form notice, and a publication summary notice. The notices were

1 disseminated as ordered by the Court. ECF No. 239. There were 15 valid and timely requests  
2 for exclusion from the Class. ECF No. 239-3.

3 On January 12, 2017, a putative class member filed a motion to intervene, ECF No. 232,  
4 which Class Representatives opposed, ECF No. 235, and which the Court denied on March 22,  
5 2017, ECF No. 250.

6 **D. Expert Discovery**

7 The case involved extensive expert analysis and testimony on a wide array of subject  
8 matters. On November 18, 2016, Plaintiffs served the opening expert reports of their three  
9 proffered expert witnesses in microprocessor chip supply and demand, accounting, and damages  
10 and loss causation, respectively.

11 On December 21, 2016, Defendants served the rebuttal expert reports of their four  
12 proffered expert witnesses in accounting and financial reporting, financial economics, the  
13 semiconductor industry, and wafer and chip manufacturing, respectively.

14 On January 17, 2017, Plaintiffs served their expert rebuttal reports.

15 Between February 16, 2017 and March 17, 2017, Class Representatives took depositions  
16 of Defendants' four experts, and defended the depositions of Plaintiffs' three experts.

17 At the close of expert discovery, the Parties' challenged the other side's experts.  
18 Between April 25, 2017 and July 5, 2017, the Parties briefed and opposed motions to exclude  
19 the various experts. ECF Nos. 264-265, 278, 284, 306, 310.

20 **E. Summary Judgment**

21 On April 25, 2017, Defendants filed their opening motion for summary judgment and  
22 request for judicial notice, challenging each element of Class Representatives' claims. ECF  
23 Nos. 254-56.

24 On May 30, 2017, Plaintiffs filed their: opposition to Defendants' motion for summary  
25 judgment; cross motion for partial summary judgment as to certain allegedly false statements;  
26 objections to Defendants' request for judicial notice; and motion to strike several of Defendants'  
27 declarations submitted in support of Defendants' summary judgment motion. ECF Nos. 281-  
28 283.

1 On July 5, 2017, Defendants filed their reply in support of summary judgment,  
2 opposition to Plaintiffs' motion for partial summary judgment, and in opposition to Plaintiffs'  
3 motion to strike. ECF Nos. 307, 312.

4 On July 25, 2017, Plaintiffs filed their reply in further support of their cross motion for  
5 summary judgment. ECF No. 317.

6 The Court set a hearing on the Parties' summary judgment motions and the above  
7 *Daubert* motions for September 12, 2017. ECF No. 315.

8 **F. Settlement Discussions**

9 On January 14, 2016, the Parties attended a full-day, in-person mediation with Judge  
10 Phillips. The mediation involved a protracted effort to settle the claims and was preceded by the  
11 exchange of mediation statements and reply mediation statements. Although the Parties were  
12 unable to reach an agreement, Judge Phillips continued his efforts to facilitate discussions  
13 among the Parties following the mediation.

14 The Parties attended a second full-day, in-person mediation conducted by both Judge  
15 Phillips and Judge Feess on August 8, 2017. As a result of the mediation on August 8, 2017, the  
16 Parties reached an agreement-in-principle to settle the Action, pending approval by AMD's  
17 Board of Directors. In August 2017, AMD's Board approved the principal terms of the  
18 Settlement.

19 **G. The Proposed Settlement**

20 Pursuant to the proposed Settlement, Defendants shall cause their insurers to pay the  
21 \$29,500,000 Settlement Amount into an escrow account within twenty (20) calendar days after  
22 (i) entry of the Preliminary Approval Order, and (ii) Class Counsel's provision to AMD of  
23 payment instructions. In exchange for this payment, upon the Effective Date of the Settlement,  
24 Class Representatives and the Class will release all Released Claims against each and every one  
25 of the Released Defendant Parties and shall forever be barred and enjoined from commencing,  
26 instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of  
27 the Released Defendant Parties. The definition of Released Claims and Unknown Claims has  
28 been tailored to release only claims that relate to transactions in AMD publicly traded common

stock during the Class Period that were raised or could have been raised by Class Members in the Action. See Stipulation ¶¶ 1(dd), 3.

### **H. Proposed Schedule of Events**

Class Representatives respectfully propose the following schedule for the various Settlement-related events:

Deadline for mailing individual Settlement Notices and Proofs of Claim (the “Notice Date”)	<b><i>10 business days after entry of the Preliminary Approval Order</i></b>
Deadline for publication of Summary Notice in <i>Investor’s Business Daily</i> and transmission over <i>PR Newswire</i>	<b><i>Within 14 calendar days of the Notice Date</i></b>
Deadline for filing motions in support of the Settlement, the Plan of Allocation, and Class Counsel’s application for an award of attorneys’ fees and expenses	<b><i>No later than 35 calendar days before the Settlement Hearing</i></b>
Deadline for submission of additional requests for exclusion from the Class, requests to opt-back into the Class, or objections to the Settlement, Plan of Allocation, or the request for attorneys’ fees and expenses	<b><i>No later than 21 calendar days before the Settlement Hearing</i></b>
Deadline for filing reply papers in support of the Settlement, the Plan of Allocation, and/or Class Counsel’s application for an award of attorneys’ fees and expenses	<b><i>No later than 14 calendar days before the Settlement Hearing</i></b>
Deadline for submission of Proofs of Claim	<b><i>Postmarked or electronically submitted no later than 14 calendar days before the Settlement Hearing</i></b>
Deadline for Class Counsel to file submission with the Court concerning claims received to date	<b><i>No later than 7 calendar days before the Settlement Hearing</i></b>
Settlement Hearing	<b><i>At the Court’s convenience, but no fewer than 100 calendar days after the date of the entry of the Preliminary Approval Order</i></b>

The foregoing schedule is similar to those used and approved by numerous courts in class action settlements and complies with the Ninth Circuit’s ruling in *In re Mercury*

1 *Interactive Corp. Sec. Litig.*, 618 F.3d 988 (9th Cir. 2010) (requiring that fee motion be made  
2 available to the class before the deadline for objecting to the fee).

## 3 **II. ARGUMENT**

### 4 **A. The Settlement Merits Preliminary Approval**

5 As a matter of public policy, settlement is a strongly favored method for resolving  
6 disputes, especially in complex class actions. *See, e.g., In re Syncor ERISA Litig.*, 516 F.3d  
7 1095, 1101 (9th Cir. 2008) (“[T]here is a strong judicial policy that favors settlements,  
8 particularly where complex class action litigation is concerned.”) (citation omitted); *Grant v.*  
9 *Capital Mgmt. Servs., L.P.*, No. 10-cv-2471-WQH (BGS), 2013 WL 6499698, at \*2 (S.D. Cal.  
10 Dec. 11, 2013) (“Voluntary conciliation and settlement are the preferred means of dispute  
11 resolution in complex class action litigation.”) (citation and internal quotations omitted).

12 Federal Rule of Civil Procedure 23 requires court approval for any settlement of a class  
13 action. Approval of class action settlements normally proceeds in two stages: (i) preliminary  
14 approval, followed by notice to the class; and (ii) final approval. *See, e.g., Noll v. eBay, Inc.*,  
15 309 F.R.D. 593, 602 (N.D. Cal. 2015); *West v. Circle K Stores, Inc.*, No. 04-cv-438 WBS  
16 (GGH), 2006 WL 1652598, at \*2 (E.D. Cal. June 13, 2006); Manual for Complex Litigation  
17 (Fourth) § 13.14 (2004). By this motion, Class Representatives request that the Court take the  
18 first step in the approval process: preliminary approval of the Settlement.

19 The preliminary approval standard involves “both a procedural and a substantive  
20 component.” *Young v. Polo Retail, LLC*, No. 02-cv-4546 VRW, 2006 WL 3050861, at \*5  
21 (N.D. Cal. Oct. 25, 2006). As the court in *Young* explained:

22 If the proposed settlement appears to be the product of serious, informed, non-  
23 collusive negotiations, has no obvious deficiencies, does not improperly grant  
24 preferential treatment to class representatives or segments of the class, and falls  
within the range of possible approval, then the court should direct that the notice  
be given to the class members of a formal fairness hearing. . . .

25 *Id.* (citing Manual for Complex Litigation (Second) § 30.44 (1985)) (alterations in original); *see*  
26 *also In re Zynga Inc. Sec. Litig.*, No. 12-cv-04007 (JSC) 2015 WL 6471171, at \*8-11 (N.D. Cal.

1 Oct. 27, 2015) (granting preliminary approval after finding proposed settlement was “non-  
2 collusive,” “lacks obvious deficiencies,” and was “within the range of possible approval”).

3 A court “need not conduct a full settlement fairness appraisal before granting  
4 preliminary approval.” *Grant*, 2013 WL 6499698, at \*5 (citation and internal quotations  
5 omitted). “The Court cannot fully assess all of [the] fairness factors until after the final  
6 approval hearing; thus, ‘a full fairness analysis is unnecessary at this stage.’” Instead, ‘the  
7 settlement need only be potentially fair, as the Court will make a final determination of its  
8 adequacy at the hearing on Final Approval after such time as any party has had a chance to  
9 object and/or opt out.’”<sup>2</sup> *Zynga Inc.*, 2015 WL 6471171, at \*8 (internal citations omitted).  
10 Applying the standards set forth above, the Settlement should be preliminarily approved.

11 **B. The Settlement Is the Result of a Thorough, Rigorous, and Arm’s-Length**  
12 **Process**

13 There is an initial presumption that a proposed settlement is fair and reasonable when it  
14 is the “product of arms-length negotiations.” *In re Portal Software, Inc. Sec. Litig.*, No. 03-cv-  
15 5138 VRW, 2007 WL 1991529, at \*6 (N.D. Cal. June 30, 2007); *see also Linney v. Cellular*  
16 *Alaska P’ship*, No. 96-cv-3008 DLJ, 1997 WL 450064, at \*5 (N.D. Cal. July 18, 1997) *aff’d*,  
17 151 F.3d 1234 (9th Cir. 1998) (“The involvement of experienced class action counsel and the  
18 fact that the settlement agreement was reached in arm’s length negotiations, after relevant  
19 discovery had taken place create a presumption that the agreement is fair.”)(citation omitted).

20 Here, the Parties have vigorously investigated and litigated the Action since its inception and  
21 the Settlement was achieved only after a thorough arm’s-length mediation process under the  
22 supervision of experienced mediators with considerable knowledge and expertise in the field of  
23

---

24 <sup>2</sup> In connection with final approval of the Settlement, the Court will be asked to review the  
25 following factors identified by the Ninth Circuit: “(1) the strength of the plaintiffs’ case; (2) the  
26 risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining  
27 class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of  
28 discovery completed and the stage of the proceedings; (6) the experience and views of counsel;  
the presence of a governmental participant; and (8) the reaction of the class members of the  
proposed settlement.” *Zynga Inc.*, 2015 WL 6471171, at \*8 (citing *In re Bluetooth Headset*  
*Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011)).

1 federal securities law, including securities fraud class actions under the Securities Exchange  
2 Act.

3 Courts have recognized that “[t]he assistance of an experienced mediator in the  
4 settlement process confirms that the settlement is non-collusive.” *Satchell v. Fed. Express*  
5 *Corp.*, No. 03-cv-2659, 2007 WL 1114010, at \*4 (N.D. Cal. Apr. 13, 2007). Here, Hon. Layn  
6 R. Phillips (with the assistance of Hon. Gary A. Feess) played an active role in addressing the  
7 relevant issues with the Parties and bringing about the Settlement. Indeed, “[t]he use of a  
8 mediator and the presence of discovery ‘support the conclusion that the Plaintiff was  
9 appropriately informed in negotiating a settlement.’” *Zynga Inc.*, 2015 WL 6471171, at \*9  
10 (quoting *Villegas v. J.P. Morgan Chase & Co.*, No. 09-cv-00261 (SBA), 2012 WL 5878390, at  
11 \*6 (N.D. Cal. Nov. 21, 2012)).

12 Before and during the mediation sessions, the strengths and weaknesses of Class  
13 Representatives’ and Defendants’ respective claims and defenses were fully explored by the  
14 Parties. Class Counsel developed a deep understanding of the facts of the case and merits of the  
15 claims through their analysis of, *inter alia*: (i) publicly available information regarding the  
16 Company and interviews of former employees of AMD, GlobalFoundries, and AMD’s  
17 customers; (ii) substantive briefing on Defendants’ motion to dismiss; (iii) extensive fact and  
18 expert discovery, including 25 merits depositions and 7 expert depositions; (iv) consultations  
19 with experts in microprocessor manufacturing, accounting, damages, and loss causation;  
20 (v) intensive summary judgment and *Daubert* motion practice and briefing; and (vi) frank  
21 discussions with the mediators during the mediation process. With an informed understanding,  
22 the Class Representatives agreed to the Settlement. There has been no collusion.

23 Additionally, throughout the Action, Class Representatives had the benefit of the advice  
24 of knowledgeable counsel with extensive experience in shareholder class action litigation and  
25 securities fraud cases. Labaton Sucharow and Motley Rice are among the most experienced and  
26 skilled firms in the securities litigation field, and have long and successful track records in such  
27 cases. *See* Exs. 2 - 3. Labaton Sucharow has served as lead counsel in a number of high profile  
28 matters. *See, e.g., In re Am. Int’l Grp, Inc. Sec. Litig.*, No. 04-cv-8141 (S.D.N.Y.) (\$1 billion

recovery); *In re HealthSouth Corp. Sec. Litig.*, No. 03-1500 (N.D. Ala.) (\$600 million recovery); and *In re Countrywide Sec. Litig.*, No. 07-5295 (C.D. Cal.) (\$600 million recovery).

Motley Rice has also served as lead counsel in a number of high profile securities fraud cases and class action litigation. *See, e.g., In re Barrick Gold Sec. Litig.*, No. 1:13-cv-03851 (RPP) (S.D.N.Y.) (\$140 million recovery); *Bennett v. Sprint Nextel Corp.*, No. 2:09-cv-02122-EFMKMH (D. Kan.) (\$131 million recovery); *Minneapolis Firefighters' Relief Ass'n v. Medtronic, Inc.*, No. 08-6324 (PAM/AJB) (D. Minn.) (\$85 million recovery).

Courts give considerable weight to the opinion of experienced and informed counsel. *See, e.g., In re NVIDIA Corp. Derivative Litig.*, 06-cv-06110-SBA (JCS), 2008 WL 5382544, at \*4 (N.D. Cal. Dec. 22, 2008) (“[S]ignificant weight should be attributed to counsel’s belief that settlement is in the best interest of those affected by the settlement.”) (citation omitted). In *In re Omnivision Technologies, Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2008), the court held that the recommendation of counsel weighed in favor of settlement given their familiarity with the dispute and their significant experience in securities litigation. *Id* at 1043. Class Counsel’s belief in the fairness and reasonableness of the Settlement warrants a presumption of reasonableness.

### **C. The Settlement Is Well Within the Range of Reasonableness**

“[A]t this preliminary approval stage, the court need only ‘determine whether the proposed settlement is within the range of possible approval.’” *West*, 2006 WL 1652598, at \*11 (citation omitted). This Settlement is well within the range of reasonableness for several reasons.

Class Representatives’ damages expert has estimated that if liability were to be established with respect to all of the claims, including all five alleged corrective disclosures, the likely maximum aggregate damages recoverable at trial would be at least \$430 million. This damages figure was developed following years of extensive fact discovery, and reflects the portion of the estimated \$958 million of trading losses that Class Representatives’ damages expert believes was attributable to the alleged fraud. As a percentage of this maximum estimate of damages, the \$29.5 million Settlement represents a recovery of approximately 6.9%. Since

1 the passage of the Private Securities Litigation Reform Act of 1995 (“PSLRA”), courts have  
2 approved settlements that recovered a similar, or smaller, percentage of maximum damages.  
3 *See, e.g., McPhail v. First Command Fin. Planning, Inc.*, No. 05cv179-IEG- JMA, 2009 WL  
4 839841, at \*5 (S.D. Cal. Mar. 30, 2009) (finding a \$12 million settlement recovering 7% of  
5 estimated damages was fair and adequate); *Omnivision*, 559 F. Supp. 2d at 1042 (\$13.75 million  
6 settlement yielding 6% of potential damages after deducting fees and costs was “higher than the  
7 median percentage of investor losses recovered in recent shareholder class action settlements”)  
8 (citation omitted); *Int’l Bhd. of Elec. Workers Local 697 Pension Fund v. Int’l Game Tech.,*  
9 *Inc.*, No. 3:09-cv-00419-MMD-WGC, 2012 WL 5199742, at \*3 (D. Nev. Oct. 19, 2012)  
10 (approving \$12.5 million settlement recovering about 3.5% of the maximum damages that  
11 plaintiffs believe could be recovered at trial and noting that the amount is within the median  
12 recovery in securities class actions settled in the last few years).

13 Moreover, the 6.9% estimated recovery assumes that Class Representatives were able to  
14 establish damages based on all alleged corrective disclosures. In contrast, in Defendants’  
15 motion for summary judgment, they argued that since each alleged corrective disclosure date  
16 occurred when the Company announced quarterly financial results, including that AMD missed  
17 its earnings guidance, and that Class Representatives never challenged AMD’s earnings  
18 guidance as false, there can be no loss causation. If this argument prevailed at summary  
19 judgment, the Class would have recovered nothing.

20 Alternatively, had Defendants succeeded at summary judgment in eliminating the  
21 corrective disclosure dates for the later part of the Class Period (*i.e.*, for the claims related to  
22 weak demand for Llano in 2012), Class Representatives would have been left with only one  
23 corrective disclosure (September 29, 2011) and a truncated Class Period. Under this very real  
24 possibility, maximum aggregate damages for the Class would have been approximately \$210  
25 million and the recovery here would represent 14.0% of recoverable damages in that scenario.

26 Defendants have also argued that Class Representatives failed to account for July 22,  
27 2011 and October 28, 2011 as inflation causing dates, which they argue should offset the price  
28 effect of the alleged corrective disclosures and reduce Class wide damages from the beginning

1 of the Class Period. Treating these as inflation causing dates would further reduce the Class'  
2 maximum damages, which would equate to a higher percentage of recovery.<sup>3</sup>

3 The Settlement also represents a prompt and substantial tangible recovery, without the  
4 considerable risk, expense, and delay of prevailing on summary judgment motions, trial, and  
5 post-trial litigation. *See, e.g., In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 587 (N.D.  
6 Cal. 2015) ("Generally unless the settlement is clearly inadequate, its acceptance and approval  
7 are preferable to lengthy and expensive litigation with uncertain results.") (citation omitted); *In*  
8 *re Wash. Pub. Power Supply Sys. Sec. Litig.*, MDL No. 551, 1988 WL 158947, at \*4 (W.D.  
9 Wash. July 28, 1988) (finding settlement to be in the "best interests of the class . . . before it is  
10 subjected further to the vagaries of litigation"). While Class Representatives believe they could  
11 have succeeded in establishing each of the elements of their claims, they faced considerable  
12 obstacles in continuing the Action.

13 For instance, if the case were to proceed, Class Representatives would have had to  
14 argue, and the Court would rule on, the pending *Daubert* and summary judgment motions.  
15 Defendants' *Daubert* motions sought the exclusion of each of Class Representatives' experts.  
16 Their summary judgment motion sought judgment as a matter of law on each element of  
17 Plaintiffs' case, *i.e.*, falsity, materiality, scienter, and loss causation. There was no guarantee  
18 that Plaintiffs would prevail upon these motions, and, even if they did, how the Court's rulings  
19 would affect how the case would be presented to the jury. These risks aside, the trial of Class  
20 Representatives' claims would inevitably be complex and long, and even a favorable verdict  
21 would likely spur a lengthy post-trial and appellate process.

22 Accordingly, in light of the substantial risks and expense of continued litigation, and  
23 compared to the certain and prompt recovery of \$29,500,000, the Settlement is a very good  
24 result that is well within the range of reasonableness. *See, e.g., Orvis v. Spokane Cty*, 281

---

25  
26 <sup>3</sup> Further, assuming September 29, 2011 is the only corrective disclosure date for a truncated  
27 class period ending on that date and that July 22, 2011 is treated as an inflation causing date, the  
28 maximum recovery for the Class would be even further reduced and a \$29.5 million Settlement  
would represent an even higher percentage of recovery.

1 F.R.D. 469, 475 (E.D. Wash. 2012) (“the proposed benefit to class members appears to the  
 2 Court to be within the range of fair and reasonable compensation given the uncertain outcome  
 3 of the legal arguments and the risks and probable delay for Plaintiff and class members if  
 4 litigation were to proceed toward trial”); *Lo v. Oxnard European Motors, LLC*, No. 11-cv-1009  
 5 JLS (MDD), 2011 WL 6300050, at \*5 (S.D. Cal. Dec. 15, 2011) (addressing preliminary  
 6 approval and stating that “[c]onsidering the potential risks and expenses associated with  
 7 continued prosecution of the Lawsuit, the probability of appeals, the certainty of delay, and the  
 8 ultimate uncertainty of recovery through continued litigation,’ the Court finds that, on balance,  
 9 the proposed settlement is fair, reasonable, and adequate”) (alteration in original) (citation  
 10 omitted).

11 For all the foregoing reasons, Class Representatives respectfully request that the Court  
 12 preliminarily approve the proposed Settlement.

13 **D. The Proposed Notice Program Satisfies Rules 23(e), Due Process, and the**  
 14 **PSLRA Requirements**

15 Class Counsel propose that notice be given to the Class in the form of the mailed  
 16 Settlement Notice and published Summary Notice, attached as Exhibits A-1 and A-3 to the  
 17 proposed Preliminary Approval Order. Notice to the Class in the form and in the manner set  
 18 forth in the proposed Preliminary Approval Order will fulfill the requirements of due process  
 19 and comply with the Federal Rules of Civil Procedure and the PSLRA. Class Counsel have also  
 20 reviewed the Court’s orders and approved notices in *Nathanson v. Polycom, Inc., et al.*,  
 21 No. 4:13-cv-03476-YGR (N.D. Cal. Feb. 9, 2016), and *In re Violin Memory Inc. Securities*  
 22 *Litigation*, No. 14:13-cv-05486-YGR (N.D. Cal. Feb. 23, 2016) for guidance in drafting the  
 23 proposed notice packet.

24 Notice must be given to class members in the most practicable manner under the  
 25 circumstances and must describe “the terms of the settlement in sufficient detail to alert those  
 26 with adverse viewpoints to investigate and to come forward and be heard.” *See, e.g., Lane v.*  
 27 *Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012) (quoting *Rodriguez v. West Publ’g Corp.*,  
 28 563 F.3d 948, 962 (9th Cir. 2009)); *see also* Fed. R. Civ. P. 23(c)(2)(B). Class Representatives

1 propose to give Class Members notice in two ways: (i) by first-class mailing of the long-form  
 2 Settlement Notice, addressed to all Class Members who can reasonably be identified and  
 3 located; and (ii) by publication of the Summary Notice in *Investor's Business Daily* and its  
 4 transmission over *PR Newswire*. See *In re HP Sec. Litig.*, No. 12-cv-05980-CRB, 2015 WL  
 5 4477936, at \*2 (N.D. Cal. July 20, 2015) (finding the procedures for notice, including mailing  
 6 individual notice and publication notice satisfy Rule 23, the PSLRA, and constitute the best  
 7 notice practicable). Neither Defendants, Class Counsel, nor the Claims Administrator have  
 8 access to potential Class Members' email addresses for dissemination of the Settlement Notice;  
 9 however, the Notices will be posted on the case website, established in connection with the  
 10 Class Notice, and Class Counsel's websites.

11 The form and substance of the notice program are also sufficient. The proposed forms  
 12 of notice describe the terms of the Settlement and the Class' recovery; the considerations that  
 13 caused Class Representatives and Class Counsel to conclude that the Settlement is fair,  
 14 adequate, and reasonable; the maximum attorneys' fees and expenses that may be sought; the  
 15 procedure for requesting exclusion from the Class;<sup>4</sup> the procedure for objecting to the  
 16 Settlement; the procedure for participating in the Settlement; the proposed Plan of Allocation;  
 17 and the date and place of the Settlement Hearing. See *Ching v. Siemens Indus., Inc.*, No. 11-cv-  
 18 4838 MEJ, 2013 WL 6200190, at \*6 (N.D. Cal. Nov. 27, 2013) (approving notice that  
 19 "adequately describes the nature of the action, summarizes the terms of the settlement, identifies  
 20 the class and provides instruction on how to opt out and object, and sets forth the proposed fees

---

21  
 22 <sup>4</sup> During the notice of pendency process, Class Members were given until January 19, 2017 to  
 23 request exclusion from the Class. In connection with the Settlement, Class Members are being  
 24 given a second chance to opt-out or, if they already did so, to request that they be allowed back  
 25 into the Class in order to participate in the Settlement. AMD may terminate the Settlement if a  
 26 certain threshold of exclusion requests is received, pursuant to the Parties' Confidential  
 27 Supplemental Agreement Regarding Requests for Exclusion, dated October 9, 2017. See  
 28 Stipulation ¶ 40. The Supplemental Agreement has not been filed with the Court given the  
 confidential nature of the Termination Threshold. See, e.g., *Nisch v. Dreamworks Animation  
 Skg Inc.*, No. 14-cv-04062-LHK, 2017 U.S. Dist. LEXIS 29920, at \*8-9 (N.D. Cal. Mar. 2,  
 2017) (granting motion to seal supplemental agreement and noting reasons to maintain  
 confidentiality). However, the Supplemental Agreement can be provided to the Court *in  
 camera* at the hearing on the instant motion.

1 and expenses to be paid to Plaintiff's counsel and the settlement administrator in clear,  
2 understandable language").

3 The Settlement Notice also satisfies the PSLRA's separate disclosure requirements by,  
4 *inter alia*, stating: (i) the amount of the Settlement determined in the aggregate and on an  
5 average per share basis; (ii) that the Parties do not agree on the average amount of damages per  
6 share that would be recoverable in the event Class Representatives prevailed; (iii) that Class  
7 Counsel intend to make an application for an award of attorneys' fees and expenses (including  
8 the amount of such fees and expenses determined on an average per share basis), and a brief  
9 explanation of the fees and expenses sought; (iv) the name, telephone number, and address of  
10 one or more representatives of counsel for the Class who will be available to answer questions  
11 concerning any matter contained in the Settlement Notice; and (v) the reasons why the Parties  
12 are proposing the Settlement. *See* 15 U.S.C. § 78u-4(a)(7)(A)-(F). The proposed Settlement  
13 Notice contains all of the information required by the PSLRA.<sup>5</sup>

14 The Notices will, when mailed and published as provided for in the Preliminary  
15 Approval Order submitted herewith, fairly apprise Class Members of the Settlement and their  
16 options with respect thereto, and fully satisfy all due process requirements.

17 Class Counsel also propose that the Court appoint Epiq Systems, Inc. ("Epiq") as the  
18 Claims Administrator for the Settlement in order to provide all notices approved by the Court to  
19 Class Members, to process Claim Forms, and to administer the Settlement. Epiq was approved  
20 as the administrator for the previously issued Class Notice and is a recognized leader in legal  
21 administration services for class action settlements and legal noticing programs in the country.  
22 *See* Ex. 4.

---

23  
24  
25  
26 <sup>5</sup> As set forth in the Settlement Notice, the average recovery per allegedly damaged share of  
27 publicly traded common stock of AMD would be \$0.039 per allegedly damaged share before  
28 deduction of Court-approved fees and expenses, such as attorneys' fees and expenses, and  
approximately \$0.023 per allegedly damaged share after deduction of attorneys' fees and  
expenses.

1           **E.       Proposed Plan of Allocation**

2           At the Settlement Hearing, the Court will be asked to approve the proposed Plan of  
3 Allocation for the Settlement proceeds, which is reported in full in the Settlement Notice. The  
4 Plan of Allocation was drafted with the assistance of Class Representatives' damages expert,  
5 based on the measure of damages for claims under the Exchange Act. *See* Settlement Notice,  
6 pp. 19 to 24.

7           For losses to be compensable damages under the Exchange Act, the disclosure of the  
8 allegedly misrepresented information must be the cause of the decline in the price of AMD  
9 common stock. In this case, Class Representatives allege that Defendants issued false  
10 statements and omitted material facts from April 4, 2011 through October 18, 2012, inclusive,  
11 (the Class Period) which artificially inflated the price of AMD common stock. It is alleged that  
12 the corrective information released to the market after market hours on September 28, 2011,  
13 July 9, 2012, July 19, 2012, October 11, 2012, and October 18, 2012, impacted the market price  
14 of AMD common stock in a statistically significant manner and removed the alleged artificial  
15 inflation from AMD common stock prices on September 29, 2011, July 10, 2012, July 20, 2012,  
16 October 12, 2012, and October 19, 2012. Accordingly, in order to have a compensable loss,  
17 AMD common stock must have been purchased or otherwise acquired during the Class Period  
18 and held through at least one of the alleged corrective disclosures listed above.

19           Individual claimants' recoveries will depend upon when and how much AMD stock they  
20 bought and sold. Eligible claimants will recover their proportioned "*pro rata*" amount of the  
21 Net Settlement Fund based on their "Recognized Loss," as set forth in the Plan of Allocation.  
22 The Recognized Loss Amounts are based on the amount of artificial inflation allegedly in the  
23 prices of AMD's common stock.

24           The Claims Administrator will calculate claimants' Recognized Losses using the  
25 transactional information provided by Claimants in their claim forms. Because most securities  
26 are held in "street name" by the brokers that buy them on behalf of clients, the Claims  
27 Administrator, Class Counsel, and Defendants do not have Class Members' transactional data.

Once the Claims Administrator has processed all submitted claims, distributions will be made to eligible Authorized Claimants. After an initial distribution of the Net Settlement Fund, if there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution, Class Counsel will, if feasible and economical, re-distribute the balance among Authorized Claimants who have cashed their checks. These re-distributions will be repeated until the balance in the Net Settlement Fund is no longer feasible to distribute to Authorized Claimants. Any balance that still remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate, after payment of any outstanding Notice and Administration Expenses or Taxes, will be donated in equal amounts to Bay Area Legal Aid and Consumer Federation of America – both of which have programs that assist consumers facing financial fraud and other unfair treatment. *See* Stipulation ¶ 25; *see also* <https://baylegal.org/what-we-do/stability/consumer-protections/>; <http://consumerfed.org/issues/consumer-protection/fraud/>.

**F. Anticipated Legal Fees, Litigation Expenses, and Administrative Fees**

As set forth in the Settlement Notice, Class Counsel intend to move for attorneys’ fees of no more than 30% of the Settlement Fund and litigation expenses of no more than \$3 million, which would include an application for reimbursement by the Class Representatives pursuant to the PSLRA.

A 30% fee would amount to \$8,850,000, which is substantially less than the legal fees Plaintiffs’ Counsel have expended in this case, which total more than \$25 million. The requested fee would provide a significant negative “multiplier” to Plaintiffs’ Counsel. The basis of Class Counsel’s fee and expense request will be detailed in their upcoming motion requesting fees and expenses.

Class Counsel’s maximum expense figure is based upon total-to-date expenses of approximately \$3 million, which includes the amounts below, plus PSLRA reimbursement for the Class Representatives, and an additional sum to cover incurred expenses that have not yet

1 been invoiced or expenses that will be incurred between now and Class Counsel's motion for  
 2 fees and expenses:

CATEGORY	AMOUNT
Experts/Consultants	\$1,750,000
Mediation	\$37,000
Court Hearing/ Deposition Reporting	\$125,500
Database Management/ Litigation Support	\$340,000
Long-Distance Telephone/ Conference Calling/Facsimile	\$5,000
Postage	\$250
Electronic Research	\$74,000
Work-Related Transportation/ Meals/Hotels	\$272,000
Filing & Service Fees	\$8,600
Duplicating	\$230,000
Messenger/FedEx/UPS	\$16,100
<b>TOTAL</b>	<b>\$2,858,450</b>

16 With respect to Notice and Administration Expenses, the Claims Administrator has  
 17 incurred \$137,885 through July 2017 in connection with the Notice of the Pendency of Class  
 18 Action. The Claims Administrator currently estimates that its fees and expenses in connection  
 19 with the Settlement notices and claims process may be in the range of \$350,000 to \$500,000.  
 20 This estimate assumes that 175,000 notice packets of a certain size (consisting of a Settlement  
 21 Notice and Claim Form) will be mailed and that 43,750 claims will be received. In the event  
 22 that actual experience differs from these assumptions, the administrative fees and expenses  
 23 incurred in connection with this Settlement will differ from this estimate.

### 24 **III. CONCLUSION**

25 For the foregoing reasons, Class Representatives respectfully request that the Court issue  
 26 an order substantially in the form of the proposed Preliminary Approval Order:  
 27 (a) preliminarily approving the Settlement; (b) holding that the manner and forms of notice set  
 28 forth in the Preliminary Approval Order satisfy due process and provide the best notice

1 practicable under the circumstances, and ordering that notice be provided to the Class;  
2 (c) setting a date for the Settlement Hearing; (d) appointing Epiq as Claims Administrator; and  
3 (e) granting such other and further relief as may be required.

4 Dated: October 9, 2017

Respectfully submitted,

5  
6 *s/ Jonathan Gardner*

**LABATON SUCHAROW LLP**

Jonathan Gardner (*pro hac vice*)

Carol C. Villegas (*pro hac vice*)

Alec T. Coquin (*pro hac vice*)

140 Broadway

New York, NY 10005

Telephone: (212) 907-0700

Facsimile: (212) 818-0477

**MOTLEY RICE LLC**

James M. Hughes (*pro hac vice*)

William S. Norton (*pro hac vice*)

Max N. Gruetzmacher (*pro hac vice*)

Michael J. Pendell (*pro hac vice*)

28 Bridgeside Blvd.

Mt. Pleasant, SC 29464

Telephone: (843) 216-9000

Facsimile: (843) 216-9450

*Co-Lead Counsel for Class Representatives and  
the Class*

**LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP**

Joy A. Kruse (State Bar No. 142799)

Katherine C. Lubin (State Bar No. 259826)

275 Battery Street, 29th Floor

San Francisco, CA 94111-3339

Telephone: (415) 956-1000

Facsimile: (415) 956-1008

*Liaison Counsel*

**CERTIFICATE OF SERVICE**

I hereby certify that on October 9, 2017, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List, and I hereby certify that I will mail the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Service List, if any.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 9, 2017

/s/ Jonathan Gardner  
JONATHAN GARDNER

**Mailing Information for a Case 4:14-cv-00226-YGR**

***Hatamian et al v. Advanced Micro Devices, Inc. et al***

**Electronic Mail Notice List**

The following are those who are currently on the list to receive e-mail notices for this case.

- **Melanie Marilyn Blunschi**  
melanie.blunschi@lw.com,christina.teeter@lw.com,#sflitigationservices@lw.com,  
sf-litigation-services-4917@ecf.pacerpro.com,melanie-blunschi-  
5434@ecf.pacerpro.com
- **Alec T. Coquin**  
acoquin@labaton.com,kgutierrez@labaton.com,electroniccasefiling@labaton.com
- **Jonathan Gardner**  
jgardner@labaton.com,kgutierrez@labaton.com,jjohnson@labaton.com,  
cvillegas@labaton.com,tdubbs@labaton.com,ryamada@labaton.com,cboria@labaton.  
com,acoquin@labaton.com,fmalonzo@labaton.com,acarpio@labaton.com,  
agreenbaum@labaton.com
- **Patrick Edward Gibbs**  
pgibbs@cooley.com,bgiovannoni@cooley.com
- **Michael M. Goldberg**  
michael@goldberglawpc.com
- **Max Nikolaus Gruetzmacher**  
mgruetzmacher@motleyrice.com,wtinkler@motleyrice.com
- **Jason C. Hegt**  
jason.hegt@lw.com,jason-hegt-2094@ecf.pacerpro.com
- **James Michael Hughes**  
jhughes@motleyrice.com,mgruetzmacher@motleyrice.com,erichards@motleyrice.com,  
kweil@motleyrice.com
- **Willem F. Jonckheer**  
wjonckheer@schubertlawfirm.com,kmessinger@schubertlawfirm.com,  
epawson@schubertlawfirm.com,paralegal@schubertlawfirm.com
- **Joy Ann Kruse**  
jakruse@lchb.com,kbenson@lchb.com
- **Nicole Catherine Lavallee**  
nlavallee@bermantabacco.com,ysoboleva@bermantabacco.com
- **Sharon Maine Lee**  
slee@lchb.com
- **Katherine Collinge Lubin**  
klubin@lchb.com,rtexier@lchb.com
- **Meredith B. Miller**  
mbmiller@motleyrice.com
- **William H. Narwold**  
bnarwold@motleyrice.com,mjasinski@motleyrice.com,kweil@motleyrice.com,  
ajanelle@motleyrice.com
- **William S. Norton**  
bnorton@motleyrice.com
- **Michael J. Pendell**  
mpendell@motleyrice.com
- **Matthew Rawlinson**  
matt.rawlinson@lw.com,zoila.aurora@lw.com,  
matthew-rawlinson3894@ecf.pacerpro.com,jenny.duckworth@lw.com,  
#SVLitigationServices@lw.com
- **Paul J. Scarlato**

- 1 pscarlato@labaton.com
- 2 • **Carol C. Villegas**  
cvillegas@labaton.com,kgutierrez@labaton.com,thoffman@labaton.com,  
jchristie@labaton.com,mpenrhyn@labaton.com,acoquin@labaton.com,  
3 fmalonzo@labaton.com,acarpio@labaton.com,electroniccasefiling@labaton.com
- 4 • **Avraham Noam Wagner**  
avi@thewagnerfirm.com
- 5 • **Kara M. Wolke**  
kwolke@glancylaw.com
- 6 • **Roger W. Yamada**  
ryamada@labaton.com,kgutierrez@labaton.com,fmalonzo@labaton.com,  
acarpio@labaton.com,electroniccasefiling@labaton.com
- 7

8 **Manual Notice List**

9 The following is the list of attorneys who are **not** on the list to receive e-mail notices for this  
10 case (who therefore require manual noticing).

11 ☐ (No manual recipients)

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28